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Washington, Friday, September 19, 1941

The President

EXECUTIVE ORDER

AMENDING THE EXECUTIVE ORDER ESTABLISHING THE ECONOMIC DEFENSE BOARD

By virtue of the authority vested in me by the Constitution and statutes of the United States and in order to define further the functions and duties of the Economic Defense Board with respect to the unlimited national emergency as declared by the President on May 27, 1941,¹ and for the purpose of strengthening the international economic relations of the United States in the interest of national defense, it is hereby ordered as follows:

1. The Economic Defense Board, in addition to the responsibilities and duties described in paragraph 3 of Executive Order No. 8839² of July 30, 1941, is authorized and directed to discharge and perform the following responsibilities and duties, in furtherance of such policies and objectives as the President may from time to time determine:

a. Exercise and perform all powers and functions heretofore vested by any Proclamation, Executive Order or regulation in any officer or agency of the Government (1) under section 6 of the act of July 2, 1940, entitled "An Act To expedite the strengthening of the national defense" (Public No. 703, 76th Congress, Third Session), as extended by joint resolution of May 28, 1941 (Public No. 75, 77th Congress, First Session), and (2) under the act of October 10, 1940, entitled "An Act to authorize the President to requisition certain articles and materials for the use of the United States, and for other purposes" (Public No. 829, 76th Congress, Third Session), except the powers and functions vested in the Joint Army and Navy Munitions Board by sections 1 and 2 of Executive Order No. 8567³

of October 15, 1940; and all such Proclamations, Executive Orders, and regulations are amended to the extent necessary to make this paragraph effective, but shall otherwise remain in full force and effect, and any of the provisions thereof heretofore applicable to any such officer or agency shall be applicable to the Economic Defense Board.

b. Obtain, develop, and determine overall estimates of materials and commodities required for export purposes in the interest of the economic defense of the Nation (exclusive of defense articles to be transferred to the Government of any country whose defense the President deems essential to the defense of the United States, as provided in Public No. 11, 77th Congress, First Session, entitled "An Act further to promote the defense of the United States and for other purposes" approved March 11, 1941); and advise the Supply Priorities and Allocations Board of such estimated requirements.

c. Advise the Office of Production Management as to the priorities required for the delivery of materials and commodities in carrying out economic defense programs.

d. Provide a central clearing service to which exporters, manufacturers, and foreign importers may submit proposals for the export of materials and commodities; and obtain clearance for such proposals from the several Federal agencies concerned with the control of exports and financial transactions incidental thereto.

2. The personnel, records, funds, and property (including office equipment) of the agencies and officers now exercising the powers and functions specified in paragraph 1 (a) above are hereby transferred to the Economic Defense Board.

3. The Chairman of the Economic Defense Board is authorized to discharge and perform the above described responsibilities and duties through the Executive Director of the Board.

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¹ 6 FR. 2617.

² 6 FR. 3823.

³ 6 FR. 4121.



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4. Executive Order No. 8839 of July 30, 1941, establishing the Economic Defense Board is amended accordingly.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
September 15, 1941.

[No. 8900]

[F. R. Doc. 41-6984; Filed, September 18, 1941;
9:52 a. m.]

MILITARY ORDER

By virtue of the authority vested in me as President of the United States and as Commander in Chief of the Army and Navy of the United States, I hereby assign Lieutenant Colonel William E. Chickering, United States Army, to duty with the Economic Defense Board, to assist the Chairman and Executive Director of said Board in the performance of certain functions relating to the administration of section 6 of Public No. 703, 76th Congress, Third Session, entitled "An Act To expedite the strengthening of the national defense," approved July 2, 1940, as amended, and of certain provisions of Public No. 829, 76th Congress, Third Session, entitled "An Act To authorize the President to requisition certain articles and materials for the use of the United States, and for other purposes," approved October 10, 1940, which functions are essentially military in character.

The Military Orders of July 2, 1940,¹ and December 19, 1940,² relating to the administration of section 6 of Public No. 703, 76th Congress, Third Session, approved July 2, 1940, are hereby revoked.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
September 15, 1941.

[F. R. Doc. 41-6985; Filed, September 18, 1941;
9:53 a. m.]

Rules, Regulations, Orders

TITLE 17—COMMODITY AND SECURITIES EXCHANGES

CHAPTER II—SECURITIES AND EXCHANGE COMMISSION

PART 239—FORMS, SECURITIES ACT OF 1933

AMENDMENT OF INSTRUCTIONS REGARDING PROSPECTUSES IN THE INSTRUCTION BOOK FOR FORM A-2³

The Securities and Exchange Commission, acting pursuant to authority conferred upon it by the Securities Act of 1933, particularly sections 7, 10 and 19 (a)

¹ 5 F. R. 2491.

² 5 F. R. 5231.

³ Affects Form A-2 tabulated in Part 239.

thereof, and deeming such action necessary and appropriate in the public interest and for the protection of investors and necessary to carry out the functions vested in it by the said Act, hereby amends the Instructions as to Prospectuses in the Instruction Book for Form A-2 by inserting after the Instructions as to Newspaper Prospectuses the following new instructions:

III. INSTRUCTIONS AS TO PROSPECTUSES FOR EMPLOYEES' SAVINGS, PROFIT SHARING OR PENSION PLANS

1. These instructions shall apply to prospectuses for shares of stock of an issuer in which funds of a savings, profit sharing, or pension plan for employees of the issuer are to be invested, if the prospectuses prepared in accordance herewith are sent or given only to employees of the issuer who have previously received a prospectus for registered interests or participations in the plan and for registered shares of stock of the issuer, and who have become members of the plan prior to receipt of a prospectus prepared in accordance herewith.

2. There may be omitted from any prospectus which is used as specified in instruction 1, above—

(a) All information contained in the registration statement which could be omitted pursuant to the Instructions as to Prospectuses Other Than Newspaper Prospectuses;

(b) All information contained in the registration statement in regard to the plan, other than financial statements, except a brief summary of the materially important developments in the plan and in the administration thereof since the close of the period for which such information was given in the previous prospectus;

(c) All financial statements of the plan for a fiscal year, or as of the end of a fiscal year, for which financial statements of the plan were included in the previous prospectus;

(d) All information contained in the registration statement in regard to the issuer of the underlying stock and its subsidiaries, other than financial statements, insofar as the same information was contained in the previous prospectus, so that the prospectus prepared in accordance herewith will contain only such information as may be necessary to bring up to date the information included in the previous prospectus;

(e) All financial statements of the issuer of the underlying stock and its subsidiaries for a fiscal year, or as of the end of a fiscal year, for which corresponding financial statements were included in the previous prospectus.

Effective September 18, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-6999; Filed, September 18, 1941;
11:36 a. m.]

TITLE 24—HOUSING CREDIT

CHAPTER IV—HOME OWNERS' LOAN CORPORATION

[Administrative Order No. 533]

PART 405—RECONDITIONING SECTION

RECONDITIONING—GENERAL PROVISIONS

Section 405.01-8 is amended to read as follows:

§ 405.01-8 *Chattels*. When requested, the Reconditioning Section shall inspect and determine the value of any chattels used in connection with any property upon which the Corporation holds a mortgage or other lien or in connection with any property under the jurisdiction of the Property Management Division. The Reconditioning Supervisor shall make recommendations as to whether it is to the Corporation's interest to permit removal or to settle or acquire any lien upon or interest in any such chattel as provided in Chapter VI of the Manual.

The second paragraph of § 405.01-55 is amended to read as follows:

§ 405.01-55 *Supplementary advances*. * * *

An advance may be made to a home owner to supplement insurance or other proceeds received by the home owner for the reconditioning of the property and such advance shall be made in accordance with § 405.02 and the sections thereunder.

(Effective September 20, 1941)

(Above procedure promulgated by the General Manager and General Counsel pursuant to authority vested in them by the Federal Home Loan Bank Board acting pursuant to secs. 4 (a) and 4 (k) of Home Owners' Loan Act of 1933, 48 Stat. 129, 132, as amended by sections 1 and 13 of the Act of April 27, 1934, 48 Stat. 643 and 647; 12 U.S.C. 1463 (a), (k).)

[SEAL]

J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-6973; Filed, September 17, 1941;
3:26 p. m.]

[Administrative Order No. 532]

PART 405—RECONDITIONING SECTION
RECONDITIONING ADVANCES

Sections 405.02-1 to 405.02-28, inclusive, and §§ 405.03-2, 405.05-1 and 405.05-2 are revoked, and the following sections are adopted in lieu thereof:

§ 405.02-2 *Responsibility*. It is the responsibility of the Reconditioning Section to determine the nature, extent and appropriateness of the proposed reconditioning, and the architectural and structural soundness of the property and to direct and supervise reconditioning when an advance is authorized.

§ 405.02-3 *Application and report*. A reconditioning advance is commenced by a home owner filing an application, which, together with a report prepared by the Loan Service Division, shall contain a disclosure of all pertinent circumstances in support of the request for an advance.

§ 405.02-7 *Regional manager*. The Regional Manager shall consider each case on its own merits, taking into account, except where repairs are necessary to protect the Corporation's security, the past payment record of the home

owner and the probable repayment of the advance.

The Regional Manager may authorize an advance to the home owner for reconditioning if he determines that such reconditioning is in the best interest of the Corporation in order to protect its security or to facilitate the collection of the indebtedness owing to the Corporation and if the estimated cost of the reconditioning does not exceed \$1,000, exclusive of inspection fees, legal fees and expenses and other incidental expenses.

Any advance for reconditioning designed wholly or in part to promote the orderly liquidation of the assets of the Corporation regardless of the amount of the advance, shall be forwarded with the recommendation of the Regional Manager to the General Manager for review and decision.

§ 405.02-8 *Form R-4D*. In any case where Form R-4D is prepared after approval of the advance by the Regional Manager, and the amount recommended thereon exceeds the amount authorized, the case shall be resubmitted to the Regional Manager for consideration and approval of the additional amount.

§ 405.02-9 *Incidental expenses*. The Regional Manager may authorize the amount and payment of expenses for technical services, credit report and any other incidental expenses as may be necessary, exclusive of legal fees and expenses, in addition to the amount which he may authorize for reconditioning.

All funds advanced by the Corporation to the home owner for expenses shall be included in the accepted and approved form of the debt or lien instrument. If the advance is disallowed, the funds advanced by the Corporation for expenses shall be charged to the home owner's account pursuant to the provisions of Form R-7AB (529-A).

§ 405.02-10 *Repayment of advances*. An advance to a home owner for reconditioning shall be repaid "on demand" or "in monthly installments" as may be determined by the Regional Manager, who shall notify the Regional Accountant of the time and manner of the repayment plan. When the advance is to be repayable "in monthly installments," the total period of repayment shall not exceed the unexpired term of the Corporation's loan, or as extended, nor the statutory period of limitations and shall be fixed with reference to the estimated life of the reconditioning and the home owner's ability to repay.

§ 405.02-11 *Legal advice*. Ordinarily the case shall be submitted to the Legal Department for legal advice after authorization of the advance by the Regional Manager. However, in any special case where the Regional Manager requires it, such case may be submitted to the Legal Department for legal advice prior to consideration of the case by the Regional Manager.

Title examination is not required when the estimated cost of reconditioning is \$500 or less. Title examination is re-

quired when the estimated cost of reconditioning is greater than \$500 unless Regional Counsel waives title examination and certifies as his opinion that the advance will be secured as a lien under the Corporation's loan instrument and such lien will be prior to encumbrances, except taxes and assessments, which intervened or may intervene between the date of the Corporation's loan and the date of the additional lien to be obtained.

§ 405.02-13 *Purpose of advance*. An advance to a home owner for reconditioning may be authorized for any purpose within the purview of § 405.02, including an advance to enable the home owner to produce, retain or regain income from the property, an advance to meet compliance with municipal regulations, an advance for the paving of streets and sidewalks and the installation of sewers and similar improvements, an advance to enable the sale of the home owner's property to establish a more satisfactory account, an advance to place the property in a sound condition suitable for normal habitability or use, and an advance for any other purposes the General Manager or the Regional Manager determines within their respective authority is authorized under § 405.02.

§ 405.02-14 *Reconditioning authorized*. Upon approval of an advance, the case shall be referred to the Reconditioning Section for preparation of specifications, soliciting of competitive bids, awarding of contract, supervising the work during construction, certifying to its completion, and preparing vouchers for payment to contractors.

§ 405.02-15 *Intervening liens*. Where title examination is required and intervening liens are disclosed, the home owner shall effect subordination or discharge of all such liens, except liens for taxes and assessments, without expense to the Corporation. If the home owner is unable to effect subordination or release of such liens the Regional Manager shall be notified.

§ 405.02-16 *Bids*. Upon authorization of the advance, bids shall be solicited from qualified and approved contractors selected by the home owner and the contract shall be awarded to the lowest acceptable bidder. However, a contract may be awarded to a higher bidder if the home owner deposits with the Corporation the difference between the lowest bid and the bid accepted.

Contract and other forms. Before the reconditioning contract, Form R-4A, is awarded, the contractor shall execute Form R-4B, and the home owner shall execute Form R-4C. Upon execution of the security instruments by the home owner the Reconditioning Supervisor shall notify the contractor to proceed with the work and shall assign the case to an inspector. Upon award of the reconditioning contract, Form 646-A shall be prepared.

§ 405.02-17 *Contract by Corporation*. In any case wherein a home owner or

other party in interest or title is uncooperative, unavailable or there are other disabilities, legal or otherwise, the Regional Manager may waive the execution by such persons of any or all required forms when authorizing reconditioning and may award a contract in the name of the Corporation for such reconditioning, provided that the waiver of the execution of the security instruments shall be made only upon Regional Counsel's advice that the advance will be secured as a lien under the Corporation's loan instrument and will be prior, except as to taxes and assessments, over intervening and subsequent encumbrances.

§ 405.02-18 *Completion.* Upon completion of the reconditioning in a manner satisfactory to the home owner and the Corporation the case shall be submitted to the Legal Department, if required for review and approval of clearance of mechanics' and materialmen's liens, after preparation of all required forms.

§ 405.02-19 *In the event home owner disapproves.* In the event the home owner declines to approve the reconditioning, the Corporation shall, except as otherwise provided, make payment to the contractor only in the event the contractor has reduced his claim against the home owner to judgment.

In the event it is impracticable or impossible to obtain the home owner's approval of the reconditioning because of death, incompetency or other disabilities, legal or otherwise, and the cost of such reconditioning is included in and secured by the Corporation's mortgage or other approved lien instrument form executed by the home owner, the Regional Manager with the advice of the Regional Counsel may authorize payment to the contractor or direct any other appropriate action.

§ 405.02-20 *Home office.* All advances which exceed the Regional Manager's authority shall be forwarded to the Home Office for the review and approval of the General Manager. Each such case shall be submitted to the Chief, Reconditioning Section, and the Deputy General Manager in Charge of Loan Service, for their review and recommendation, and to the Legal Department for legal advice.

§ 405.02-21 *Unusual cases.* In any cases wherein it appears that an advance may not be authorized due to any of the following circumstances and the Regional Manager is of the opinion that it is to the best interests of the Corporation to grant an advance notwithstanding, the case may be submitted to the Home Office for the review and approval of the General Manager. Each such case shall be submitted to the Chief, Reconditioning Section, and the Deputy General Manager in Charge of Loan Service, for their review and recommendation, and to the Legal Department for advice:

(a) Where the home owner cannot effect subordination or release of liens,

except taxes and assessments, which are prior to the lien obtained for the advance;

(b) Where it is impracticable to require the home owner to effect subordination or release of intervening liens;

(c) Where because of emergency or for other reasons it is impracticable to require title examination;

(d) Where it is impracticable or impossible to obtain the execution of the required security instrument by any or all parties in interest or title and the advance would not be secured as a lien under the Corporation's loan instrument.

In each case under Item #4 the file shall contain the opinion of the Regional Counsel as to the legal rights and remedies of the Corporation to establish and enforce a lien for such reconditioning as against any or all parties in interest or title;

(e) Where, in any case, an advance cannot be made with full compliance with procedural regulations, or where, in any case, the Regional Manager seeks the advice or the decision of the General Manager as to the eligibility of the home owner for an advance under § 405.02.

§ 405.02-22 *Vendee procedure.* When a vendee requests an advance for reconditioning of a property sold by the Corporation under an installment contract, the general procedure for making advances for reconditioning shall be observed insofar as applicable and feasible, and the prescribed forms shall be used with such adaptations or variations as may, in the opinion of the Regional Manager, with the advice of the Regional or State Counsel, be advisable in effecting such advances.

Legal aspects. If Counsel is of the opinion that the installment contract or other like instrument does not adequately secure the reconditioning advance, the vendee shall execute and deliver to the Corporation such additional evidence of debt and security as Regional Counsel may prescribe. In the event the cost of the reconditioning exceeds \$500, and the Regional Counsel advises that title examination is necessary for the protection of the interests of the Corporation, such title examination shall be required.

§ 405.02-23 *Emergency cases.* In the event reconditioning of an emergency nature is required immediately to protect the Corporation's security, the State or Regional Manager shall refer the case to the Reconditioning Section with authorization to proceed with the reconditioning.

§ 405.02-24 *Authority of State manager.* The State Manager is authorized to make an advance for reconditioning in an emergency situation in an amount not to exceed \$500 of the estimated cost of the reconditioning and is authorized to provide for expenses incidental thereto, exclusive of legal fees and expenses. Advances for reconditioning of any emer-

gency nature which exceed the limitation of the State Manager's authority shall be approved by the Regional Manager within the limitations of his authority.

§ 405.02-25 *Approval.* Upon approval of an advance for reconditioning in an emergency, the case shall be processed in accordance with the routine procedure governing advances for reconditioning insofar as the same is applicable and feasible.

§ 405.02-26 *Unusual cases—award.* In the event the home owner or other parties are uncooperative, unavailable or there are other disabilities, legal or otherwise, the State or Regional Manager may cause a contract to be awarded on behalf of the Corporation under emergency conditions.

§ 405.02-27 *Abandoned properties.* In the event reconditioning is necessary to protect vacant, unoccupied or abandoned properties the case may be processed under the regulations governing reconditioning of an emergency nature.

§ 405.02-29 *Catastrophe.* The General Manager is authorized in an emergency to raise the limitations of authority of the State and Regional Manager for the purpose of reconditioning properties which have been damaged or destroyed by flood, earthquake, cyclone, or other catastrophe and is authorized to waive full compliance with the regulations insofar as a need exists. In each such situation the Chief, Reconditioning Section and the Deputy General Manager in Charge of Loan Service, shall make recommendation to the General Manager.

§ 405.02-30 *Home owners providing labor.* Whenever a home owner requests permission to provide the labor in connection with reconditioning, whether or not funds are advanced by the Corporation for such reconditioning, the Reconditioning Supervisor shall investigate and determine as to the qualifications and reliability of the person who is to perform the labor and make recommendations to the State or Regional Manager. If the State or Regional Manager determines to permit the home owner to provide the labor, a contingency allowance shall be included when an advance is authorized in connection therewith to assure the Corporation of satisfactory performance of the reconditioning by the home owner, and the State or Regional Manager may, on behalf of the Corporation, enter into a contract with the home owner on a form approved for the purpose. The home owner should, where practicable, be required to submit bids for all materials in an advance case.

Completion. The reconditioning shall be performed under the supervision of the Reconditioning Section. When the work has been completed to the satisfaction of the Reconditioning Section, and the home owner has satisfactorily complied with the provisions and covenants contained in the contract, the bills for materials and all costs other than labor shall be paid in compliance with the

regular procedure for reconditioning; and the Reconditioning Section, through the State or Regional Manager, shall notify the Regional Accountant on Form R-18 of the amount of the unexpended portion of the advance which shall be credited to the home owner's account. The total cost of labor and materials shall not exceed the advance authorized. The Regional or State Manager, with the advice of the Regional or State Counsel, may, in his discretion when the circumstances justify, authorize payment of material bills prior to the final completion of the work.

Default. In the event the home owner fails or refuses to complete the reconditioning, he shall contract with persons acceptable to the Corporation to perform the remainder of the labor, which shall be paid for by the home owner from his personal funds, or when approved by the Regional or State Manager, from funds available in the advance; or the Regional or State Manager may contract with suitable persons to complete the work under such terms and conditions as the Regional or State Manager, with the advice of the Regional or State Counsel, shall deem to be for the best interest of the Corporation.

When any funds from the advance are used to pay for any portion of the labor, only the unexpended portion of the advance shall be credited to the home owner's account.

(Effective September 20, 1941)

(Above procedure promulgated by the General Manager and General Counsel pursuant to authority vested in them by the Federal Home Loan Bank Board acting pursuant to secs. 4 (a) and 4 (k) of Home Owners' Loan Act of 1933, 48 Stat. 129, 132, as amended by sections 1 and 13 of the Act of April 27, 1934, 48 Stat. 643 and 647; 12 U.S.C. 1463 (a), (k).)

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-6974; Filed, September 17, 1941;
3:26 p. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

CHAPTER II—CORPS OF ENGINEERS, WAR DEPARTMENT

PART 204—DANGER ZONE REGULATIONS¹

Pursuant to the provisions of section 7 of the River and Harbor Act approved August 8, 1917 (40 Stat. 266; 33 U.S.C. 1), the following regulations are hereby prescribed to govern the use and navigation of the waters of the Atlantic Ocean between New River and Cape Fear, North Carolina, comprising firing ranges of the Marine Corps at New River and the Anti-Aircraft Firing Center at Hollyridge, North Carolina:

§ 204.55. *Waters of the Atlantic Ocean; Firing sectors between New River and Cape Fear, North Carolina.*

THE DANGER ZONE

(a) The firing ranges include the waters within three sectors, located as follows:

SECTOR 1. The center of the sector is located on Hurst Beach, Onslow County, North Carolina at Latitude 34°34'15" north and Longitude 77°16'10" west. This sector extends over an arc of 135°, with a radius of 25,000 yards, bounded by limiting lines bearing N. 85° E. and S. 40° W. from said center.

SECTOR 2. The center of the sector is located on the outer bank opposite Sears Landing near Beacon No. 70 of the United States Intracoastal Waterway between Beaufort Harbor and Cape Fear River, North Carolina, at Latitude 34°25'40" north and Longitude 77°32'30" west. This sector extends over an arc of 136°, with a radius of 25,000 yards, bounded by limiting lines bearing N. 84° E. and S. 40° W. from said center.

SECTOR 3. The center of this sector is located near the center of old Fort Fisher, near Federal Point, North Carolina at Latitude 33°58'08" north and Longitude 77°55'10" west. This sector extends over an arc of 160°, with a radius of 25,000 yards, bounded by limiting lines bearing N. 30° E. and S. 10° W. from said center.

THE REGULATIONS

(b) (1) Sailing vessels or any watercraft having a speed of less than 5 miles per hour will keep clear of these sectors at all times after notices of firing have been given. Any vessel or other watercraft propelled by mechanical power at a speed greater than 5 miles per hour may enter the firing sectors without restriction except when the signals enumerated in subparagraphs (4) and (5) are being displayed. When the above signals are displayed, all vessels in the sectors will clear immediately and no vessel will enter the sectors until the signals indicate that firing has ceased.

(2) Firing over the range will take place during both daylight and nighttime hours, at irregular periods throughout the year.

(3) Two days in advance of the day when firing in any sector is scheduled to begin the Commanding General, Camp Davis, North Carolina, and/or the Commanding Officer of the Marine Base, Jacksonville, North Carolina, will warn the public of the contemplated firing through the public press, the Coast Guard, the Cape Fear Pilots Association at Southport, North Carolina, and the Pilots Association at Morehead City, North Carolina.

(4) A tower shall be erected near the shore in each sector, at least 50 feet in height. On days when there is firing in a sector, a red flag will be displayed on the respective tower. This flag will be

displayed not later than 8:00 a. m. and will be removed when firing ceases for the day.

(5) During night firing red lights will be displayed on the respective tower and searchlights will be employed as barrier lights to enable safety observers to detect vessels which may attempt to enter the danger zone.

(6) These regulations shall be enforced by the Commanding General, Camp Davis, North Carolina, and/or the Commanding Officer, Marine Base, Jacksonville, North Carolina, or such responsible agent or agents as they may designate. (Sec. 7, River and Harbor Act, Aug. 8, 1917, 40 Stat. 266; 33 U.S.C. 1) [Regs. Aug. 28, 1941 (E.D. 7195 (Atlantic Ocean—N. Carolina)—2/5)]

[SEAL] E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-6983; Filed, September 18, 1941;
9:48 a. m.]

TITLE 47—TELECOMMUNICATION

CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

PART 7—RULES GOVERNING COASTAL AND MARINE RELAY SERVICES

The Commission on September 16, 1941, effective October 1, 1941, amended the above-entitled rules as follows:

Designated existing § 7.30 *Authorized emission* as paragraph (a) and added paragraphs (b) and (c) to read:

(b) A-2 or A-3 emission^{2a} (amplitude modulation) may be used on any authorized operating frequency.^{2b} Frequency modulation, corresponding to A-2 or A-3 emission^{2c} may be used on any authorized operating frequency within the band 30,000 to 40,000 kilocycles only.

(c) When frequency modulation is used, the total frequency swing arising from modulation shall not exceed 75 per cent of the frequency separation band width. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c))

Amended § 7.60 *Frequency tolerance* in the following respects:

	Tolerances (percent)
Above 30,000 kc.	
From 30,000 to 40,000 kc.:	
(a) For frequency modulation.....	0.01
(b) For all other types of modulation and for A-1 emission.....	.02
From 100,000 to 200,000 kc.:	
(a) For frequency modulation.....	.01
(b) For all other types of modulation and for A-1 emission.....	.04

^{2a} See § 2.74, Part 2, General Rules and Regulations.

^{2b} See § 2.14, Part 2, General Rules and Regulations.

^{2c} See § 2.72, Part 2, General Rules and Regulations.

¹ § 204.55 is added.

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c))

By the Commission.

[SEAL]

T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-6991; Filed, September 18, 1941;
11:28 a. m.]

PART 8—RULES GOVERNING SHIP SERVICE

The Commission on September 16, 1941, effective October 1, 1941 amended the above-entitled rules as follows:

Designated existing § 8.68 *Authorized emission* as paragraph (a) and added paragraphs (b) and (c) to read:

(b) A-2 or A-3 emission^{6a} (amplitude modulation) may be used on any authorized operating frequency.^{6b} Frequency modulation, corresponding to A-2 or A-3 emission^{6c} may be used on any authorized operating frequency within the band 30,000 to 40,000 kilocycles only.

(c) When frequency modulation is used, the total frequency swing arising from modulation shall not exceed 75 percent of the frequency separation band width. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c).)

Amended § 8.96 *Frequency tolerance* in the following respects:

	Tolerances (percent)
Above 30,000 kc.	
From 30,000 to 40,000 kc.:	
(a) For frequency modulation.....	0.01
(b) For all other types of modulation and for A-1 emission:	
(1) Ship stations when using frequencies other than 35,860 and 37,660.....	.03
(2) Ship stations when using 35,860 and 37,660 kc.....	.04
From 100,000 to 200,000 kc.:	
(a) For frequency modulation.....	.01
(b) For all other types of modulation and for A-1 emission.....	.05

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c))

By the Commission.

[SEAL]

T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-6992; Filed, September 18, 1941;
11:28 a. m.]

PART 10—RULES GOVERNING EMERGENCY RADIO SERVICES

The Commission on September 16, 1941, effective October 1, 1941, deleted §§ 10.61 and 10.62 and substituted the following in lieu thereof:

^{6a} See § 2.74, Part 2, General Rules and Regulations.

^{6b} See § 2.14, Part 2, General Rules and Regulations.

^{6c} See § 2.72, Part 2, General Rules and Regulations.

OPERATING SPECIFICATIONS⁶

§ 10.61 *Amplitude modulation*—(a) *Tolerance.*⁷ The frequency tolerance for stations employing amplitude modulation in the emergency radio services shall be as follows:

	Equipment authorized before Oct. 1, 1938	Equipment authorized after Oct. 1, 1938
Fixed stations on frequencies below 30,000 kc.....	0.03	0.01
Land stations on frequencies below 30,000 kc.....	.04	.02
Portable and mobile stations on frequencies below 30,000 kc.....	.04	.02
Fixed and land stations on frequencies above 30,000 kc.....	.05	.02
Portable and mobile stations on frequencies above 30,000 kc.....	.05	.03
Portable and mobile stations of 1 watt power or less on frequencies above 30,000 kc.....	.1	.1

(b) *Modulation limits.* The transmitters of stations in the emergency services using A3 emission shall be modulated not less than 85 percent nor more than 100 percent on peaks. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i))

§ 10.62 *Frequency modulation.* Frequency modulation may be used in the emergency radio services on frequencies within the 30,000 to 40,000 kilocycles band provided:

(a) *Tolerance.* The carrier frequency^{7a} shall be maintained within a tolerance of .01 per cent of the assigned frequency.

(b) *Modulation limits.* The total frequency swing arising from modulation shall not exceed 75 per cent of the frequency separation band width. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i))

By the Commission.

[SEAL]

T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-6993; Filed, September 18, 1941; 11:28 a. m.]

PART 11—RULES GOVERNING MISCELLANEOUS RADIO SERVICES

The Commission on September 16, 1941, effective October 1, 1941, deleted § 11.51 and the title "Frequency Tolerance" and substituted the following in lieu thereof:

OPERATING SPECIFICATIONS

§ 11.51 *Amplitude modulation*—*Tolerance.*⁷ The frequency tolerance for

⁷ See Appendix A of Part 2—General Rules and Regulations.

⁸ For additional information on frequency tolerance, see Appendix A of Part 2, General Rules and Regulations or Appendix 1 of the General Radio Regulations (Cairo Revision, 1938) annexed to the International Telecommunication Convention of Madrid, 1932.

^{7a} See §§ 2.11 (b) (c) and 2.12, Part 2, General Rules and Regulations.

stations employing amplitude modulation in the miscellaneous radio services shall be as follows:

	Equipment authorized before Jan. 1, 1939	Equipment authorized after Jan. 1, 1939
Fixed stations on frequencies below 6,000 kc.....	Percent 0.03	Percent 0.01
Land stations on frequencies below 6,000 kc.....	.04	.02
Mobile stations on frequencies below 6,000 kc.....	.04	.02
Fixed and land stations on frequencies above 30,000 kc.....	.05	.02
Portable and mobile stations on frequencies above 30,000 kc.....	.05	.03
Portable and mobile stations of 1 watt or less power on frequencies above 30,000 kc.....	.1	.1

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i))

Added the following new section to read:

§ 11.52 *Frequency modulation.* Frequency modulation may be used in the miscellaneous radio services on frequencies within the 30,000 to 40,000 kilocycle band provided:

(a) *Tolerance.* The carrier frequency^{7a} shall be maintained within a tolerance of .01 per cent of the assigned frequency.

(b) *Modulation limits.* The total frequency swing arising from modulation shall not exceed 75 per cent of the frequency separation band width. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i))

By the Commission.

[SEAL]

T. J. SLOWIE,
Secretary.

[F. R. Doc. 41-6994; Filed, September 18, 1941;
11:29 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W 535 ac-41]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: GENERAL MOTORS CORPORATION, ALLISON DIVISION, INDIANAPOLIS, INDIANA

Contract¹ for: Maintenance Parts for * * * Engines.

Amount: \$2,844,116.60.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 299 P 121-12 A 0021-13, the available balance of which is sufficient to cover cost of same.

¹ Approved by the Under Secretary of War August 13, 1941.

^{2a} See §§ 2.11 (b) (c) and 2.12, Part 2, General Rules and Regulations.

This contract, entered into this 1st day of August 1941.

Scope of this contract. The contractor shall furnish and deliver to the Government * * * Maintenance parts for * * * engines for the consideration stated two million eight hundred forty four thousand one hundred sixteen dollars and sixty cents (\$2,844,116.60) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940, and Section 9, Act of June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6970; Filed, September 17, 1941;
12:55 p. m.]

[Contract No. W 535 ac-53]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: LOCKHEED AIRCRAFT CORPORATION, BURBANK, CALIFORNIA

Contract¹ for: * * * Airplanes, Spare Parts Therefor and Data.
Amount: \$2,797,947.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 299 P 114-30 A 0021-13, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 31st day of July 1941.

Scope of this contract. The contractor shall furnish and deliver to the Government * * * Airplanes, Spare Parts Therefor and Data for the consideration stated not to exceed two million seven hundred ninety-seven thousand, nine hundred forty-seven dollars (\$2,797,947.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

¹ Approved by the Under Secretary of War August 8, 1941.

Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense; provided, however, that the total amount of money so advanced shall not exceed 30 percentum of the contract price of the articles called for, and that such advances, if made, shall be upon such terms and conditions and with such adequate security as the Secretary of War shall prescribe.

Price adjustment. The contract prices stated in this contract for airplanes and spare parts are subject to adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the airplanes and spare parts.

Title to property where partial payments are made. The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government.

Fire insurance. The contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments, if any, theretofore made thereon, and further agrees to keep such property so insured, free of cost to the Government, until the same is delivered to the Government.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940 and Section 9, Act of June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6971; Filed, September 17, 1941;
12:55 p. m.]

[Contract No. W 287 sc-3295]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: TELETYPE CORPORATION, 1400 WRIGHTWOOD AVE., CHICAGO, ILLINOIS

Contract for: * * * Teletype Sets.
Amount: \$3,013,947.07.

Place: Chicago Signal Corps Procurement District, 1819 W. Pershing Road, Chicago, Illinois.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority SC 1337 P 5-3061 A 0605-01, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 21st day of June 1941.

Scope of this contract. The contractor shall furnish and deliver to the Government * * * Teletype Sets for the consideration stated three million thirteen thousand nine hundred forty-seven dollars and seven cents (\$3,013,947.07) in strict accordance with the specifications, schedules and drawings all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

The total amount which the Government agrees to pay the contractor for the complete and faithful performance of this contract is the sum of three million thirteen thousand nine hundred forty-seven dollars and seven cents (\$3,013,947.07), subject to a discount of one percent (1%) for payment within 20 calendar days from date of invoice.

Performance bond. Bond, with surety satisfactory to the contracting officer, guaranteeing the faithful performance of the provisions of this contract shall

be furnished herewith in the sum of fifteen percent (15%) of the total consideration of this contract.

Increase option.—The Government reserves the right at any time during the life of this contract to increase the quantity or quantities of the supplies called for herein at not more than the unit prices stated, to any amount that would not exceed * * * percent of the entire contract price stipulated, said increase to be applied as to all or any item or items set forth hereinabove at the option of the Government.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6972; Filed, September 17, 1941;
12:55 p. m.]

[Contract No. W. 535 ac-151]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: LOCKHEED AIRCRAFT CORPORATION, BURBANK, CALIFORNIA

Contract for: * * * Airplanes,
Spare Parts Therefor, and Data.

Amount: \$30,485,070.00

Place: Matériel Division, Air Corps,
U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 299 P 113-30 A 0021-13, AC 299 P 114-30 A 0021-13, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 31st day of July 1941.

Scope of this contract. The contractor shall furnish and deliver to the Government * * * Airplanes, Spare parts therefor and data for the consideration stated not to exceed thirty million four hundred eighty-five thousand seventy dollars (\$30,485,070.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of

the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense: *Provided, however,* That the total amount of money so advanced shall not exceed 30 percentum of the contract price of the articles called for, and that such advances, if made shall be upon such terms and conditions and with such adequate security as the Secretary of War shall prescribe.

Title to property where partial payments are made. The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government.

Fire insurance. The Contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments, if any, theretofore made thereon, and further agrees to keep such property so insured, free of cost to the Government, until the same is delivered to the Government.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

Price adjustment. The contract prices stated in this contract for airplanes and spare parts are subject to adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on

¹ Approved by the Under Secretary of War August 8, 1941.

account of delays in the completion of the airplanes and spare parts.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940 and Section 9, Act of June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6977; Filed, September 18, 1941;
9:45 a. m.]

[Change Order No. E, Date May 20, 1941]

SUMMARY OF CONTRACT FOR ARCHITECTURAL-ENGINEERING SERVICES

CONTRACTOR: LOCKWOOD GREENE ENGINEERS, INC.

Summary of Change Order¹ to Cost-Plus-A-Fixed-Fee Contract No. W 6133, qm-1,² dated September 9, 1940 (published in FEDERAL REGISTER March 21, 1941) between the United States of America and Lockwood Greene Engineers, Inc., New York, N. Y. for architectural-engineering services in connection with the construction of a Complete Tent Camp at Camp Shelby, Hattiesburg, Mississippi.

Pursuant to the authority vested in the Contracting Officer under Article XII of the contract above described, you, as architect-engineer are hereby directed to perform the work and services indicated below.

Provide the necessary architect-engineer services incident to the following changes in the work:

Add * * * to the description of the work now set forth in Article I of the principal contract as modified and amended.

Delete * * * from the description of the work now set forth in Article I of the principal contract as modified and amended.

The above will result in a net increase in the estimated construction cost and the Architect-Engineer's fixed-fee as follows:

Increase the estimated construction cost by-----	\$1,303,485
Total estimated cost (after deductions indicated above) including this change order----	12,297,537
Total fixed-fee including this change order-----	56,450
Increase in architect-engineer's fixed-fee-----	5,744

Funds are available under Procurement Authority Number QM 8227 PL 29-77 A 0540-12.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6978; Filed, September 18, 1941;
9:45 a. m.]

¹ Approved by the Under Secretary of War, August 19, 1941.

² 6 F.R. 1548.

No. 183—2

[Change Order No. G, Date May 20, 1941]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: J. A. JONES CONSTRUCTION CO., INC.

Summary of Change Order¹ to Cost-Plus-A-Fixed-Fee Contract No. W 6133, qm-2,² Dated September 10, 1940 (published in the FEDERAL REGISTER March 21, 1941) between the United States of America and J. A. Jones Construction Company, Inc., Charlotte, North Carolina, for the construction of a Permanent Tent Camp at Camp Shelby, Hattiesburg, Mississippi.

Pursuant to the authority vested in the Contracting Officer under Article I of the contract above described, you, as contractor, are hereby directed to perform the work and services indicated below.

Add * * * to the description of the work now set forth in Article I of the principal contract as modified and amended.

Delete * * * from the description of the work now set forth in Article I of the principal contract as modified and amended.

The above will result in a net increase in the estimated construction cost and the Construction Contractor's fixed-fee as follows:

Increase the estimated construction cost by-----	\$1,281,562
Total estimated cost (after deductions indicated above including this change order)-----	12,012,848
Total fixed-fee including this change order-----	284,689
Increase in construction contractor's fixed-fee-----	21,923

Funds are available under Procurement Authority Number QM 8106 PL 29-77 A 0540-12.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6979; Filed, September 18, 1941;
9:46 a. m.]

[Contract No. W-398-qm-6]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: THE STUDEBAKER CORPORATION, SOUTH BEND, INDIANA

Contract for: Trucks, with various bodies.

Amount: \$11,654,790.00.

Place: Holabird Quartermaster Depot, Baltimore, Maryland.

This contract, entered into this 18th day of June 1941.

Scope of this contract. The contractor shall furnish and deliver * * * Trucks, * * *, for the consideration stated \$11,654,790.00 in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

¹ Approved by the Under Secretary of War August 23, 1941.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Variations. Quantities listed hereon are subject to increase of not to exceed * * * % of the original quantity contracted for to be exercised before * * *.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 22000 P 241-30 A0022-13 the available balance of which is sufficient to cover cost of same.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6980; Filed, September 18, 1941;
9:46 a. m.]

[Contract No. W 535 ac-67]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: GENERAL MOTORS CORPORATION, ALLISON DIVISION, INDIANAPOLIS, INDIANA

Contract¹ for: Aircraft Engines, Spare Parts and Data.

Amount: \$41,366,880.00.

¹ Approved by the Under Secretary of War August 16, 1941.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 299 P 112-30 A 0021-13, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 6th day of August, 1941.

Scope of this contract. The contractor shall furnish and deliver to the Government * * * Aircraft engines, spare parts and data for the consideration stated forty-one million three hundred sixty-six thousand eight hundred eighty dollars (\$41,366,880.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense: *Provided, however,* That the total amount of money so advanced shall not exceed 30 percentum of the contract price of the articles called for, and that such advances, if made, shall be upon such terms and conditions and with such adequate security as the Secretary of War shall prescribe.

Price adjustment. The contract prices stated in this contract for Aircraft Engines and Spare Parts are subject to

adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the Aircraft Engines and Spare Parts.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940 and Section 9, Act of June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6981; Filed, September 18, 1941;
9:47 a. m.]

[Contract No. W-535 ac-150]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: LOCKHEED AIRCRAFT CORPORATION, BURBANK, CALIFORNIA

Contract for: * * * Airplanes and Spare Parts Therefor.

Amount: \$62,117,220.00.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 299 P 111-30 A 0021-13, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 31st day of July 1941.

Scope of this contract. The contractor shall furnish and deliver to the Government * * * airplanes and spare parts therefor for the consideration stated not to exceed sixty two million one hundred seventeen thousand two hundred twenty dollars (\$62,117,220.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of

the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

Advance payments. Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense; provided, however, that the total amount of money so advanced shall not exceed 30 percentum of the contract price of the articles called for, and that such advances, if made shall be upon such terms and conditions and with such adequate security as the Secretary of War shall prescribe.

Price adjustment. The contract prices stated in this contract for airplanes and spare parts are subject to adjustments for changes in labor and material costs.

General. It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the airplanes and spare parts.

Title to property where partial payments are made. The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government.

Fire insurance. The Contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments, if any, theretofore made thereon, and further agrees to keep such property so insured, free of cost to the Government, until the same is delivered to the Government.

Termination when contractor not in default. If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing

¹ Approved by the Under Secretary of War, August 8, 1941.

relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940 and section 9, Act of June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6982; Filed, September 18, 1941; 9:47 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. B-5]

IN THE MATTER OF T. A. D. JONES AND CO.,
INC., REGISTERED DISTRIBUTOR, REGIS-
TRATION NO. 4851, RESPONDENT

NOTICE OF AND ORDER FOR HEARING

1. The Bituminous Coal Division (the "Division") finds it necessary in the proper administration of the Bituminous Coal Act of 1937 (the "Act"), to determine

(a) whether or not the respondent in the above-entitled matter, T. A. D. Jones and Co., Inc., Registered Distributor, Registration No. 4851, whose address is 205 Church Street, New Haven, Connecticut, has violated any provision of the Act, the Marketing Rules and Regulations, Rules and Regulations for the Registration of Distributors, and the distributor's agreement (the "Agreement") dated June 7, 1939, executed by the respondent pursuant to section 4 II (h) of the Act and subject to the Order of the National Bituminous Coal Commission, dated March 24, 1939, in General Docket 12, which was adopted as an Order of the Bituminous Coal Division on July 1, 1939, or any orders or regulations of the Division; and

(b) whether or not the registration should be revoked or suspended or other appropriate penalties be imposed;

and for said purposes gives notice that the Division has information to the effect that:

2. On or about November 11, 1940, and November 22, 1940, respectively, the respondent sold to the American Chain and Cable Company, Reading Pratt and Cady Division, Hartford, Connecticut, two carloads of run of mine coal containing approximately 48.65 net tons and 49.4 net tons, respectively, at \$2.10 per net ton, whereas this coal, purchased by the respondent from either the Bradford Coal Company, Bradford Pit Mine, Mine Index No. 628, or from Frank W. Albert (Albert Stripping Mine) Albert Stripping Mine, Mine Index No. 1006, or both, had a "D" classification and was priced at \$2.30 per net ton f. o. b. the mine in the Schedule of Effective Minimum Prices for District No. 1 for All

Shipments Except Truck, which sales were in violation of Rule 1 of Section IV of the Marketing Rules and Regulations, and Paragraph (b) of the Agreement of said registered distributor.

It is therefore ordered, That a hearing pursuant to § 304.14 of the Rules and Regulations for the Registration of Distributors, to determine whether the registration of said distributor should be revoked or suspended, or other appropriate penalties be imposed, be held on October 20, 1941, at 10 a. m., at a hearing room of the Bituminous Coal Division at the National Labor Relations Board, Washington, D. C.

It is further ordered, That Charles S. Mitchell or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendations of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said respondent, and to all other parties herein and to all persons and entities having an interest in such proceeding.

Notice is hereby given that answer to the charges contained herein must be filed with the Bituminous Coal Division at its Washington Office or with any one of the field offices of the Division, within twenty (20) days after date of service thereof on the respondent; and that any respondent failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted said charges and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified that the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged herein, other matters incidental and related thereto, whether raised by amendment, petition for intervention or otherwise, and all persons are cautioned to be guided accordingly.

Dated: September 16, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-6986; Filed, September 18, 1941; 10:49 a. m.]

[General Docket No. 24]

IN THE MATTER OF PRESCRIBING RULES AND REGULATIONS TO FACILITATE THE LEVYING OF CODE ASSESSMENTS BY DISTRICT BOARDS AND ESTABLISHING A PROCEDURE FOR THE SUSPENSION OF CODE MEMBERSHIP FOR FAILURE TO PAY CODE ASSESSMENTS

NOTICE OF AND ORDER FOR HEARING

It appearing appropriate that there should be prescribed and promulgated Rules and Regulations to facilitate the levying of code assessments by the district boards and establishing a procedure for the suspension of code membership for failure to pay code assessments,

Therefore, pursuant to the provisions of the Bituminous Coal Act of 1937, particularly sections 2 (a) and 4 I (b) thereof, and other authority conferred by law,

It is ordered, That a hearing for such purpose be held on October 20, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Division, 734 15th Street N.W., Washington, D. C. On said day the Chief of the Records Section in Room 502 will advise as to the room where such hearing will be held. At said hearing evidence will be received pertaining to the proposed Rules and Regulations, marked "Exhibit A," attached hereto, and made part of this Notice and Order, and pertaining to such other proposals, amendments, or other matters germane to the subject matter of these proceedings which may be made or offered at said hearing.

It is further ordered, That Scott A. Dahlquist or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all persons who may have an interest in the subject matter thereof. Any person desiring to be heard at such hearing shall file a notice to that effect with the Bituminous Coal Division on or before October 18, 1941, setting forth therein the nature of his interest and a concise statement of the matter or matters which he intends to present.

All persons are further notified that the hearing in the above-entitled matter and any order, rules or regulations prescribed pursuant thereto may concern,

in addition to the specific proposals herein made, other matters germane to the subject matter hereof which may be raised by way of amendment, proposal or otherwise, or which may be necessary corollaries of said subject matter.

Dated: September 16, 1941.

[SEAL]

H. A. GRAY,
Director.

EXHIBIT "A"

PROPOSED RULES AND REGULATIONS TO FACILITATE THE LEVYING OF CODE ASSESSMENTS BY DISTRICT BOARDS, AND ESTABLISHING PROCEDURE FOR THE SUSPENSION OF CODE MEMBERSHIP FOR FAILURE TO PAY CODE ASSESSMENTS

For the purpose of carrying out the provisions of the Bituminous Coal Act of 1937, with respect to the assessments of code members as provided by section 4, I (b) of said Act, and pursuant to the provisions of said Act, particularly sections 2 (a) and 4, I (b) thereof, and other authority conferred by law.

It is ordered, That the following Rules and Regulations be, and they are, hereby prescribed and promulgated:

1. Effective _____, 194__, any District Board finding that it has inadequate tonnage reports from any code member upon which to predicate its next assessment for the expense of administering the Code by such District Board, as provided by section 4, I (b) of the Act, may file a duly verified petition with the Division praying that the Division issue an Order directing such code member to file with the Division a report or statement of the amount of tonnage produced by him during the period or periods which the District Board proposes to use as the basis for its next code assessment. At the time of filing such petition with the Division, the District Board shall send, by registered mail, to the code member named therein a conformed copy of such petition.

2. Such petition shall set forth the name of the code member whose report is desired, the name and mine index number of the mine or mines of such code member, the production period upon which the next assessment will be based, a statement as to the efforts made by petitioner to obtain such information directly from the code member, and the reasons why such information was not so obtained.

3. Upon the filing of any such petition, the Division, if it does not have in its files the information requested, may issue an Order directing the designated code member to file with the Division, within 10 days from receipt of such Order, a report, in duplicate, of the tonnage produced by him during the designated period or periods upon which the next assessment of the District Board will be based. Upon receipt of such report, the Division will transmit copies thereof to the petitioner, and in cases where the Division has such data in its possession and no report has been required of the code member, the Division

may submit the requested data to the petitioner.

4. Effective _____, 194__, any district board may also file a duly verified petition with the Division praying that the code membership of any code member, who has failed to pay any code assessment, duly levied by the Board, within 90 days from the due date of such assessment, be suspended in conformity with these Rules and Regulations. At the time of filing such petition with the Division, the petitioner shall send, by registered mail, to the code member named therein, a conformed copy of such petition, and file with the Division an affidavit showing such service.

5. The last above-described petition shall set forth the name of the code member alleged to be delinquent in the payment of his assessment, the tonnage upon and the period for which the said assessment was levied, the amount of the assessment, the date upon which Notice of Assessment was given to the code member, the date upon which the assessment was due and payable, the amount due to the district board from the code member on such assessment at the time of filing the petition, and such other information as the district board may deem pertinent, including the past history of such code member with respect to payment of prior assessments.

6. Within 15 days after receipt of the conformed copy of the District Board's petition, the respondent code member may, if he so desires, file a duly verified answer thereto with the Division. Said answer shall set forth the respondent's defense, if any, to the allegations of the District Board's petition, and, if he so desires, the respondent may therein request the Director to cause the matter to be set for hearing on the issue of whether or not the code member has in fact made payment of the assessment alleged by the District Board to be unpaid.

7. The failure to file an answer by the respondent within the time specified shall be deemed by the Division to be an admission that the averments set forth in the District Board's petition are true. If the respondent files an answer but requests no hearing, as herein provided, the Director shall dispose of the matter based upon the averments of the petition and answer. If a request for a hearing is made by the respondent, the Director shall cause the matter to be set down for hearing.

8. If it is found that the respondent code member is delinquent in the payment of assessments, the Director shall enter an appropriate order in the premises. Such order may, among other things, provide for the suspension of the code membership of the respondent code member and for a certification to the Commissioner of Internal Revenue that said respondent code member is not a code member in good standing, having failed to discharge his obligation under the code by failing to pay code assessments as provided by section 4, I (b) of

the Bituminous Coal Act. Said order may also provide that such suspension shall continue in full force and effect until such time as the obligations imposed by said section 4, I (b) have been complied with.

9. If, at any time after filing of such petition whether before or after the issuance of an Order of the Director, the code member pays such assessment to the District Board, the District Board shall, within 5 days after such payment, file with the Division a verified petition or motion setting forth the facts concerning such payment in order that the Division may take such action as may be necessary and proper.

[F. R. Doc. 41-6987; Filed, September 18, 1941; 10:50 a. m.]

[Docket No. 1738-FD]

IN THE MATTER OF CARTERVILLE COAL COMPANY, PARTNERSHIP, DEFENDANT

ORDER POSTPONING HEARING

The above entitled matter having been heretofore scheduled for hearing on September 18, 1941 at 10 A. M. at a hearing room of the Bituminous Coal Division at the Circuit Court Room, County Court House, Marion, Illinois; and

It appearing to the Director that it is advisable to postpone said hearing.

Now therefore it is ordered, That the hearing in the above entitled matter be and the same is hereby postponed from 10 A. M. on September 18, 1941, until 10 A. M. on October 4, 1941, to a place and at a hearing room to be hereafter designated by an appropriate Order of the Director and before the officers previously designated to preside at said hearing.

Dated: September 16, 1941.

[SEAL]

H. A. GRAY,
Director.

[F. R. Doc. 41-6988; Filed, September 18, 1941; 10:50 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF CANCELLATION OF SPECIAL CERTIFICATE FOR THE EMPLOYMENT OF LEARNERS IN THE APPAREL INDUSTRY

Notice is hereby given that a special certificate for the employment of learners not to exceed five at any one time issued to Albar Manufacturing Company, Trenton, New Jersey, on July 31, 1941 is cancelled as of September 18, 1941. The reason for such cancellation is that the firm has gone out of business.

Signed at Washington, D. C., this 17th day of September 1941.

ALEX G. NORDHOLM,
Authorized Representative of
the Administrator.

[F. R. Doc. 41-7000; Filed, September 18, 1941; 11:43 a. m.]

CIVIL AERONAUTICS BOARD.

PROPOSED REGULATION REQUIRING CERTIFICATION OF CIVIL AIRCRAFT AND CIVIL AIRMEN

NOTICE OF PUBLIC HEARING

Notice is hereby given that on the 24th day of September 1941, at 2 p. m., a public hearing will be held by the Civil Aeronautics Board in Room No. 5042 of the Department of Commerce Building, Washington, D. C., for the purpose of receiving the views of interested parties on the proposed adoption of a regulation requiring that all civil aircraft and pilots operating within the continental limits of the United States and its territories and possessions shall be certificated in accordance with the provisions of the Civil Aeronautics Act of 1938.

By the Civil Aeronautics Board.

[SEAL] DARWIN CHARLES BROWN,
Secretary.

[F. R. Doc. 41-6975; Filed, September 18, 1941;
9:39 a. m.]

[Docket No. 602]

IN THE MATTER OF THE APPLICATION OF TACA, S. A., FOR A FOREIGN AIR CARRIER PERMIT, UNDER SECTION 402 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

NOTICE OF HEARING

The above-entitled proceeding, being the application of Taca, S. A., for a foreign air carrier permit authorizing scheduled air transportation of persons, property and mail between San Jose, Costa Rica, and Cristobal and/or Balboa, Canal Zone, is hereby assigned for public hearing on September 29, 1941, 10 o'clock a. m. (Eastern Standard Time) in Room 7057 Commerce Building, 14th Street and Constitution Ave. NW., Washington, D. C., before an Examiner of the Board.

Dated Washington, D. C., September 17, 1941.

By the Civil Aeronautics Board.

[SEAL] DARWIN CHARLES BROWN,
Secretary.

[F. R. Doc. 41-6976; Filed, September 18, 1941;
9:45 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

IN THE MATTER OF ASSOCIATED GAS AND ELECTRIC COMPANY AND STANLEY CLARKE, TRUSTEE THEREOF, IN HIS CAPACITY AS SUCH, ASSOCIATED GAS AND ELECTRIC CORPORATION AND WILLARD L. THORP AND DENIS J. DRISCOLL, TRUSTEES THEREOF, IN THEIR CAPACITY AS SUCH, GENERAL GAS & ELECTRIC CORPORATION, SOUTHEASTERN ELECTRIC AND GAS COMPANY, AND VIRGINIA PUBLIC SERVICE COMPANY, RESPONDENTS

NOTICE OF AND ORDER FOR POSTPONEMENT

At a regular session of the Securities and Exchange Commission held at its

office in the City of Washington, D. C., on the 17th day of September, A. D. 1941.

The Commission having issued, on August 12, 1941, a Notice of and Order for Hearing directed against the above named respondents and concerned with matters arising under sections 11 (b) (2), 15 (f) and 20 (a) of the Public Utility Holding Company Act of 1935; said order requiring that respondents make reply to certain allegations contained therein on or before September 15, 1941, and further designating September 23, 1941, as the day for a public hearing on matters embraced by the order:

Respondents having sought by written request a postponement of the date for submitting the required answer and having further requested a postponement of the scheduled public hearing;

It is ordered, That the time within which respondents may answer be and is hereby extended to September 30, 1941, and that the date of the scheduled hearing on such matters be and is hereby postponed to October 8, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-6995; Filed, September 18, 1941;
11:35 a. m.]

[File No. 1-1799]

IN THE MATTER OF UNION COPPER LAND & MINING COMPANY, \$25 PAR VALUE CAPITAL STOCK

ORDER SETTING HEARING ON APPLICATION TO STRIKE FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 17th day of September, A. D. 1941.

The Boston Stock Exchange, pursuant to section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2-1 (b) promulgated thereunder, having made application to strike from listing and registration the \$25 Par Value Capital Stock of Union Copper Land & Mining Company; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 a. m. on Tuesday, October 7, 1941, at the office of the Securities & Exchange Commission, 82 Devonshire Street, Boston, Massachusetts, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Frank Kopelman, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the in-

quiry, and to perform all other duties in connection therewith authorized by law. By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-6996; Filed, September 18, 1941;
11:35 a. m.]

[File No. 59-29]

IN THE MATTER OF PENNSYLVANIA POWER & LIGHT COMPANY, NATIONAL POWER & LIGHT COMPANY, AND ELECTRIC BOND AND SHARE COMPANY

ORDER POSTPONING HEARING AND RETURN DATE OF ORDER TO SHOW CAUSE

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 17th day of September, A. D. 1941.

The Commission having on July 25, 1941, issued its Notice and Order for Hearing and Order to Show Cause in the above entitled proceeding setting a hearing for August 12, 1941 at 10:00 A. M. and having further ordered the Respondents at that date to show cause why the Commission should not forthwith enter an order prohibiting the declaration or payment of further dividends on the common stock of Pennsylvania;

The Commission having on August 8, 1941 at the request of the Respondents issued an order postponing said hearing and return date to show cause until September 18, 1941, upon the assurances of the Respondents that no dividends will be declared or paid on the common stock of Pennsylvania until after the convening of the hearing in September and in no event earlier than October 10, 1941;

The Respondents having requested a further extension of time until at least October 2, 1941 on the grounds that they have not had and will not have within the time allowed, sufficient opportunity properly to prepare to meet these issues and having represented that Pennsylvania will not declare or pay any dividend on its common stock until after the convening of the hearing in October and in no event earlier than October 24, 1941 without further order of this Commission;

It is ordered, That the request of the Respondents for a postponement of the hearing previously ordered for September 18, 1941 be and hereby is granted, conditioned on the aforementioned assurances of the Respondents; and

It is further ordered, That the hearing in the above entitled proceeding shall be held on October 2, 1941 at the time and place stated in the Commission's Order dated July 25, 1941 and that in all other respects the hearing shall proceed as set forth in such Order of July 25, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-6997; Filed, September 18, 1941;
11:36 a. m.]

[File No. 70-388]

IN THE MATTER OF PANHANDLE EASTERN
PIPE LINE COMPANY AND COLUMBIA OIL
& GASOLINE CORPORATION

ORDER PERMITTING DECLARATIONS TO BECOME
EFFECTIVE AND GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 15th day of September, A. D. 1941.

A declaration pursuant to section 7 of the Public Utility Holding Company Act of 1935 having been filed by Panhandle Eastern Pipe Line Company, a subsidiary of both Columbia Gas & Electric Corporation, a registered holding company, and Columbia Oil & Gasoline Corporation; and

Columbia Oil & Gasoline Corporation, also a subsidiary company of Columbia Gas & Electric Corporation, having filed an application, and an amendment thereto, pursuant to Section 10 of the Act requesting that it be consolidated with the aforesaid declaration; and

Both the declaration and application as amended being concerned with an agreement, dated July 30, 1941, made between declarant and applicant, which provided, among other things, for an extension to and including January 1, 1942 of the time within which any shares of the entire outstanding Class A preferred stock of declarant owned beneficially by applicant and held of record by Gano Dunn, Trustee, may be redeemed by de-

clarant without the payment of a premium of \$10 per share, in consideration of the waiver by declarant of its right to redeem out of earnings, or by refunding or otherwise, on or before October 1, 1941, any of such shares, which agreement is subject to an order of this Commission permitting the declaration to become effective and the application as amended to be granted, on or before September 15, 1941.

Said declaration having been filed on August 20, 1941 and said application having been filed on September 3, 1941 and amended on September 5, 1941, and notice of such filings having been duly given in the form and manner prescribed in Rule U-23 promulgated under the Act, and the Commission not having received a request for a hearing with respect to the declaration and application, as amended, within the period specified in such notice, or otherwise, and not having ordered a hearing thereon; and

Both the declarant and applicant having respectively requested that the aforesaid declaration be permitted to become effective and application as amended be granted, on or before September 15, 1941; and

The Commission finding with respect to the aforesaid declaration that the requirements of section 7 are satisfied, and that with respect to such application no adverse findings are necessary under sections 10 (b) and 10 (c) (1) of the Act and deeming the proposed transaction

to be appropriate in the public interest and in the interest of investors and consumers pursuant to section 12 (f) of the Act, and being satisfied that the effective date of such declaration and the date of granting such application as amended should be advanced; it being expressly understood, however, that the approval granted by this order extends only to the extension of time of the payment of a premium of \$10 per share on the Class A Preferred Stock of the declarant and such approval shall not be deemed in any wise to be an approval of the payment of a premium on such stock and is without prejudice to any action the Commission may take by virtue of the pending proceedings before this Commission involved in Holding Company Act Release No. 2963 or to any order to be issued in such proceedings:

It is hereby ordered, Pursuant to Rule U-23 and the applicable provisions of the Act and the rules promulgated thereunder and subject to the terms and conditions prescribed in Rule U-24 that the aforesaid declaration be and it is hereby permitted to become effective forthwith and the aforesaid application as amended be and it hereby is granted forthwith.

By the Commission, Commissioner Healy dissenting for the reasons set forth in his memorandum of April 1, 1940.

[SEAL]

FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-6998; Filed, September 18, 1941;
11:36 a. m.]